

# MISSOURI DEPARTMENT OF TRANSPORTATION 3602 NORTH BELT HIGHWAY ST. JOSEPH, MISSOURI 64506-1399

BUYER:Darrel
Butcher

THIS IS NOT AN ORDER

# **REQUEST FOR QUOTATION**

PHONE:816-387-2469

<b>DATE</b> : 9/10/08 <b>QUOTATION</b> # <b>D1-09-115 QUOTE DUE BY</b> : 9/24/	/08 1:00:00 PM
7/10/00 <b>C</b> 3333333 <b>D</b> 1 <b>0</b> 1 1 5	CST
DELIVERY Missouri Dept. of Transport	
F.O.B. LOCATION: Traffic Shop	
	eph, MO 64503
QUANTITY U/M DESCRIPTION UNIT	
QUANTITY U/M DESCRIPTION UNIX	
1 EA In-pavement vehicle detection system for the intersection of US 169	
and LP 29 in St. Joseph, MO.	\$
Please see the attached specifications for more details.	
SEE ATTACHED FOR TERMS AND CONDITIONS	
Telephone No. Firm Name	<u> </u>
Fax No. Address	
Email	_
Request No. By (Signature)	_
Federal I.D. No. Title	
Is your firm MBE certified?	O
List all agencies your firm is currently certified with:	

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

**Note to Respondent**: A vendor must be in compliance with the established laws to conduct business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name (vendors MUST submit a quote correctly and accurately identifying the company name registered to do business in the State of Missouri). Awarded vendor also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.

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All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, whish states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

# PREFERENCE IN PURCHASING PRODUCTS

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	ttention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporaviduals when letting contracts or purchasing products.
Bids/Quotation	ons received will be evaluated on the basis of this legislation.
All vendors s	submitting a bid/quotation must furnish <u>ALL</u> information requested below.
FOR	CORPORATIONS:
	State in which incorporated:
FOR	OTHERS:
	State of domicile:
FOR .	ALL VENDORS:
	List address of Missouri offices or places of business:
	THIS SECTION MUST BE COMPLETED AND SIGNED:
FIRM NAME:	
ADDRESS:	
CITY:	STATE:ZIP:

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DATE:

BY (signature required):	
Federal Tax I.D. #:	if no Federal Tax I.D. # - list Social Security #:

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement)

Division and must STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature
  must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

# **GENERAL TERMS AND CONDITIONS**

## General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

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### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) <u>Sanctions for Noncompliance:</u> In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

# **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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# **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- C. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "PREFERENCE IN PURCHASING PRODUCTS" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

# Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

# Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

# Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

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# Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

### Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

# **Status of Independent Contractor**

a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

# **Indemnification**

a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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### **SPECIAL TERMS AND CONDITIONS**

### **Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
  - i. Not less than \$400,000 for any one person in a single accident or occurrence.
  - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
    - 3) Special Hazard Insurance: As required.
    - 4) Builder's Risk: Not less than the full Contract amount.

### **Required Specifications**

a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.

## **Prevailing Wage**

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): BUCHANAN. The Annual Wage Order #15 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

### Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

## <u>Award</u>

- a. Award of this quote will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January I New Year's Day

Third Monday in January Martin Luther King, Jr.'s Birthday

February 12 Lincoln's Birthday Third Monday in February Washington's Birthday Truman's Birthday May 8 Last Monday in May Memorial Day July 4 Independence Day First Monday in September Labor Day Columbus Day Second Monday in October November 11 Veteran's Day

Fourth Thursday in November Thanksgiving Day Christmas Day

c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

# **In-Pavement Traffic Signal Detectors Specifications**

- 1. The Contractor shall furnish twenty-four (24) embedded loop detectors. The Traffic Signal Detectors shall be of the magnetic field (magnetometer) sensing technology capable of detecting and reporting volume count, speed, occupancy and headway, as a minimum. The sensor section of the detectors shall be embedded in the roadway pavement and shall utilize a radio transmitter link for the detectors to a receiver radio being provided to the traffic controller and/or central monitoring server. Detector sensors, embedded at a distance greater than one-hundred and fifty (150) feet from the receiver unit installed at the traffic controller cabinet, shall have a repeater installed to relay the sensor data to the receiver. The embedded detector sensors shall be battery operated with a battery design rated for seven (7) year life in this application.
- 2. The Detector Sensing System shall deploy a field proven and tested design of a minimum of one year prior to the issuance of this specification. The field proven and tested design shall have included an actual field installation utilizing a minimum of four (4) sensors and a central receiver functioning per specifications for a continuous twelve months. Each detector sensor unit shall self-calibrate and self-configure their electronics for proper detection application. Each sensor unit shall be provided with flash memory upgrade capability to allow upgraded operation or safety enhancements to be "flashed" into local memory without removing the device from the pavement.
- 3. The Detector Sensing System shall deploy a design that supports a minimum of eight sensor units being controlled by a radio repeater and a design that incorporates repeaters and a single receiver that supports a cumulative sum of eighty (80) separate detector sensors concurrently at any traffic signalized intersection. The design shall structure data transmissions in a manner as to be non-interfering with other sensors installed. This design shall include a non-interference technique that allows radio link from the detector sensor to the repeater/receiver and a radio link from each repeater to the receiver base at the traffic controller. Repeater devices shall deploy a battery operation or be provided with a battery with solar recharging installation. Batteries shall be rated for a minimum of two (2) years. Each repeater device or receiver device shall be capable of receiving up to eight (8) embedded detector sensors at a range of up to 150 feet from the repeater to the embedded detector sensor.
- 4. The Contractor shall furnish factory provided epoxy fill for the roadway based on the pavement surface where the detectors are being installed, that being asphalt or concrete. The Contractor shall be required to furnish the proper epoxy when temperatures are below or above the standard epoxy type rating.
- 5. The Contractor shall furnish detector cards for existing traffic control detector rack positions. Each detector card shall be a four channel device and be capable of providing detector ground true input to the traffic controller as well as linking the detector data to a remote Ethernet port for remote monitoring, concurrently. Traffic controller detector sensor card units shall be compatible with TS-1 terminal facility terminations. The Contractor shall furnish the number of detector cards and Expansion Modules required providing one detector input to the traffic controller for each detector sensor installed.
- 6. The Contractor shall furnish one repeater site for all embedded sensors installed in excess of 150 feet from a receiver or repeater. The Contractor shall furnish an additional repeater for any repeater that is installed at a distance greater than 900 feet from a repeater or receiver and/or does not provide sufficient radio propagation to properly support a radio link repeater to repeater or repeater to receiver, such as could occur with non-line of sight locations.
- 7. The Contractor shall provide factory or factory representative turn-on support for all radio installations to implement the radio and device programming. Radio transceivers shall utilize devices that are compliant with IEEE 802.15.4 standards and are able to operate on any of the allocated 16 channels of the 2.4 to 2.48 GHz spectrum. The factory support shall include the programming of the embedded sensor time slots and shall provide a written copy of the final design to MoDOT plus one copy for the traffic controller cabinet. One software set of device programming (GUI), if other than standard WEB Browser via SNMP protocol, shall be provided for each intersection where devices are installed. The factory representative shall certify proper installation of the devices, the radio links, device settings and the traffic controller detector assignments. The factory representative shall provide an on-site computer and shall link to the Contractor furnished Access Box for all programming.
- 8. The Contractor shall furnish a training course for the programming of the detectors by a Factory Technician or their field representative on the design, operation, and maintenance of the Detector Sensing System and the supplied GUI program. The GUI software, Contractor furnished to MoDOT, shall provide real time management and monitoring of the Detector Sensing System as well as the Event Processing Software. One copy of the Event Processing Software shall be provided.